

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

Master ☒
Tribal ☐
Allotment ☐

PART A

Contract No. _____

TIMBER CONTRACT FOR THE SALE OF ESTIMATED VOLUMES

2021 Mrs Theodore Logging Unit, Coeur d'Alene Indian Reservation

A1. Authority. This contract is made under the authority of Section(s) 7/and/or 8 of the Act of June 25, 1910 (25 U.S.C. 407 and 406), as amended by the Act of April 30, 1964, and the National Indian Forest Resources Management Act of November 28, 1990 (25 U.S.C. 3101 et seq.), and in accordance with the regulations of 25 CFR 163.

A2. Parties to the Contract. The parties to this contract are

The Coeur d'Alene Tribe as represented by the duly authorized tribal representatives and the owners of trust allotments listed herein on Page 2

hereinafter called the Seller, and

whose address is, _____,
(Address) (City, State, Zip Code)

hereinafter called the Purchaser.

A3. Bureau of Indian Affairs Representatives.

(a) **Approving Officer.** The Superintendent, Coeur d'Alene Agency
or an authorized representative is hereinafter called the Approving Officer.

(b) **Superintendent.** The Superintendent, Coeur d'Alene Agency
or an authorized representative is hereinafter called the Superintendent.

A4. Timber Sold. The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy, in accordance with the terms and conditions of this contract and the attached Part B, Standard Provisions, which are made a part hereof, all the merchantable timber, living or dead, designated for cutting by the Bureau of Indian Affairs on tribal and/or allotted lands within the boundaries of this logging unit.

The Purchaser further agrees, for the benefit of Indians holding trust allotments within this unit, to enter into separate contracts using the Subsidiary Allotment Timber Contract form, subject to all the applicable terms and conditions of this master contract, with such Indian allottees as desire to sell their timber. The Purchaser shall enter into such contracts within 30 days from the date of submission of such contracts by the Superintendent.

A5. Contract Dates. The Purchaser shall cut and pay for all designated timber on or before

September 30, 2022 and shall complete all other obligations on or before the contract expiration date of
October 31, 2022 unless this contract is extended in accordance with Section B2.10 of the Standard Provisions.

A6. Unit Description. This unit is located in Portions of the following allotments, described as:

Allotment 69A: E½ SE¼ Section 30, Township 45North, Range 4 West
Allotment 281: E½ E½ Section 36, Township 45 North, Range 5 West
Allotment 282: S½ S½ Section 25, Township 45 North, Range 5 West
Allotment 289: Lot 1, N½ Lot 2, NW¼ NE¼, NE¼ NW¼, and N½ SE¼ NW¼ Section 7, Township 44 North, Range 4 West
Allotment 292: NE¼ Section 31, Township 45 North, Range 4 West
Allotment 307: S½ Lot 2, S½SE¼ NW¼ E½ W½ SW¼, E½ SW¼ Section 7, Township 44 North, Range 4 West
Allotment 308: NE¼NE¼, S½NE¼, Section 7, W½W½NW¼ Section 8, Township 44 North, Range 4 West,
Allotment 310: Lots 3,4,5 and SE¼NW¼ Section 6, Township 44 North, Range 4 West
Allotment 312: SE¼ Section 6, Township 44 North, Range 4 West
Allotment 316: SE¼ Section 7, Township 44 North, Range 4 West
Allotment 317: W½W½NW¼ Section 17, N½NE¼ SE¼NE¼ Section 18, Township 44 North, Range 4 West
Allotment 338: SW¼ Section 8, Township 44 North, Range 4 West
Allotment 438: SE¼SE¼ Section 19, SW¼SW¼ Section 20, and W½NW¼ Section 29, Township 45 North, Range 4 West
Tribal Allotment 330: W½E½SE¼, W½SE¼ Section 18, NW¼NE¼ Section 19, Township 44 North, Range 4 West
All Boise Meridian, Benewah County, Idaho

A2. Parties to the Contract. The owners of the following trust allotments constitute the Seller, provided a separate contract is entered into on the approved form.

Allotment/Tract	Original Allotment Owner	Owner(s)
69A	Susan Arapa	Heirs and Coeur d'Alene Tribe
281	Felicity Arapa	Heirs
282	Katherine Mulcapsee	Heirs and Coeur d'Alene Tribe
289	Ignace (In-che-se-so)	Heirs
292	Louis Arapa	Heirs and Coeur d'Alene Tribe
307	Agatha Joseph	Heirs and Coeur d'Alene Tribe
308	Joseph Quil-Quil Pas	Heirs and Coeur d'Alene Tribe
310	Maria Arapa	Heirs
312	Louis Sabeschow (Bishop)	Heirs
316	Mary Alexander	Heirs and Coeur d'Alene Tribe
317	Ignace Phillips	Heirs and Coeur d'Alene Tribe
338	Mary Phillips	Heirs and Coeur d'Alene Tribe
438	Mary Prosper	Heirs and Coeur d'Alene Tribe

Supplemental Data Related to Sections A6 and A7

Mrs Theodore III information

Allotment	Total Acreage	Harvest Acres	(MBF)		(MBF) Total Sawlog Volume	(TONS) TONWOOD
			Volume PP	DF&OS		
69A	80	42	85	5	90	0
281	160	26	30	0	30	0
282	160	10	30	0	30	0
289	160.66	100	240	30	270	75
292	160	45.3	190	350	540	90
307	160.13	90	270	0	270	0
308	160.28	66	150	0	150	0
310	164.76	123	180	350	530	165
312	160	102	570	270	840	70
316	160	58	160		160	0
317	160.25	42	170		170	0
338	160.93	40	230	10	240	0
438	159.77	69	75	5	80	0
T330	120	19	280	0	280	0
Total	2,126.78	832.3	2,660	1,020	3,680	400

And includes the following approximate area:

	Area Within Logging Unit Boundary, Acres	Area to be Logged Acres
Tribal	120	19
Allotted	2,006.78	813.3
Other		NONE
Total	2,126.78	832.3

The unit boundaries are shown approximately on the map attached hereto as Exhibit A and made a part hereof. The boundaries have been marked on the ground by the Bureau of Indian Affairs unless otherwise specified in Section A17.

A7. Estimated Volumes

(a) **Designated Timber.** The estimated volume of timber to be designated for cutting is:

Species and Product	Unit	Estimated Volumes		
		Tribal	Allotted	Total
PONDEROSA PINE-SAWLOGS	MBF	280	2,380	2,660
DOUGLAS-FIR AND OTHER SPECIES—SAWLOGS	MBF	--	1,020	1,020
TOTALS	MBF	280	3,400	3,680
MIXED FIR SPECIES- TONWOOD (gross scale, per ton)	TON	0	400	400
ALL SPECIES PULP LOGS (unestimated, removal optional)	TON	0	unestimated	unestimated

The foregoing is an estimate only and shall not be construed as a guarantee or a limitation of the volume to be designated for cutting. The actual volume of timber designated for cutting in accordance with the terms of this contract and the Bureau's approved procedures shall be controlling, regardless of whether it is more or less than the above estimate.

(b) **Additional Timber.** In addition to the timber specified above, this sale also includes any other timber on the contract area which must be cut or removed due to insect damage, windthrow, or in clearing for roads, landings, camps and other improvements constructed by the Purchaser and all other timber seriously damaged in logging operations under this contract, if, in the opinion of the Approving Officer, the timber is merchantable for any product in accordance with customary standards and is present in sufficient quantities to permit economic removal to existing markets.

A8. Payment for Timber. The Purchaser shall pay for all timber covered by this contract in accordance with the provisions of Section B4.0 of the Standard Provisions.

The minimum advance deposit shall be \$_____ (To be determined at Log Plan Meeting)

A minimum advance deposit balance of \$35,000 shall be maintained.

A9. Stumpage Rates.

(a) Designated Timber. The stumpage rates to be paid during the life of this contract for timber specified in Section A7(a) shall be the bid rates shown below:

Species and Product	Unit	Bid Rate Per Unit
PONDEROSA PINE—SAWLOGS	MBF	
DOUGLAS-FIR AND OTHER SPECIES—SAWLOGS	MBF	
MIXED FIR SPECIES—TONWOOD* (Gross Scale per Ton)	TON	
ALL SPECIES—PULP LOGS (Removal Optional, Gross Scale per Ton)**	TON	

*Conversion rate equals 6.3 tons per MBF

**Conversion rate equals 5.0 tons per MBF. This rate will be applied to cull logs scaled at manufacturing sites.

(b) Additional Timber. Timber of species and products not specified in Section A9(a) above which may be cut pursuant to Section A7(b) shall be paid for during the life of this contract at the appraised rates shown below:

Species and Product	Unit	Appraised Rate Per Unit
NONE		

- (c) **Additional Fees and Deposits.** In addition to payments for timber at rates set forth in Section A9(a), the Purchaser shall pay additional fees or deposits to cover the appraised or set costs of associated logging unit activities. These additional payments shall be made as specified in Section A17 at the appraised rates shown below:

Fee or Deposit	Unit	Appraised Rate Per Unit

- (d) **Liquidated Damages for High Stumps.** Damage rates shall be charged for stumps cut in excess of the maximum height specified in Section B5.0 of the Standard Provisions at the rate of

\$10.00 _____ per stump.

- (e) **Periodic Determination of Stumpage Rates.** For the Quarterly periods following the one in which this contract is approved, stumpage rates shall be adjusted by the procedure set forth as follows: In order to determine the stumpage rates to be paid for the timber cut under this contract, it is agreed that Western Wood Products Association (WWPA) index prices of lumber for the Quarterly period beginning *October 1, 2020* are:

Species	Index	Base Index Price
PONDEROSA PINE—SAWLOGS	Coast-Inland North Ponderosa Pine	819.94
DOUGLAS-FIR AND OTHER SPECIES—SAWLOGS	Douglas-fir--Larch	810.94

The Approving Officer shall obtain from the above-designated organization, through its published reports or otherwise, statements of the index prices of lumber for each period during the time provided for the Purchaser to cut and pay for all designated timber.

The stumpage rates which are to become effective for each period shall be the bid rates plus or minus 75 percent of the difference between the index prices for the period just passed and the stipulated base index prices.

A10. Performance Bond. The Purchaser delivers herewith and agrees to maintain a bond satisfactory to the Approving Officer in the sum of \$43,000.00 conditioned upon the faithful performance of all the terms of this contract.

A11. Merchantability. Trees, when designated for cutting, and products cut from those trees, shall equal or exceed the following minimum specifications.

Species and Product	Product Specifications				Tree Specifications
	Length (Feet)	Scaling Diameter (Inches)	Net Scale in Percent of Gross Scale	Net Scale (Board Feet)	Number of Minimum-Size Products per Tree
PONDEROSA PINE-- SAWLOGS	8	5.51	33 1/3	10	2
DOUGLAS-FIR AND OTHER SPECIES – SAWLOGS	8	5.51	33 1/3	10	2
MIXED FIR SPECIES - TONWOOD *	16	<5.51	33 1/3	6	1
ALL SPECIES - PULP LOGS***	***	***	***	***	***

*MIXED FIR SPECIES – TONWOOD is defined as Douglas-fir, western larch, and grand fir logs having a scaling diameter between 4.0 and 5.50 inches inside bark that will be paid for on a gross scale per-ton basis.

***ALL SPECIES PULP LOGS are defined as all products not meeting sawlog or tonwood product specifications, which the Purchaser removes from the logging unit with intent of manufacture or sale.

A12. Designating Timber for Cutting.

- Cut Tree Marking.** Trees to be cut are designated by paint marks on the bole near eye level and a butt mark below stump height with BLUE paint in Allotments 282, 307, 317, and 438; with ORANGE paint in Allotments 281 312, and 316; with WHITE paint in Allotments 289, 310, and 338; and with YELLOW paint in Allotments 69A, 292, and 308. All trees so marked shall be cut and tested for merchantability.
- Leave Tree Marking.** Trees to be left are designated by paint marks on the bole near eye level and a butt mark below stump height with ORANGE paint in the seed tree unit in Allotment 292 and in Tribal Allotment 330; with BLUE paint in the seed tree unit in Allotment 310, and with WHITE paint in the seed tree unit in Allotment 312. All unmarked trees shall be cut and tested for merchantability.
- Tree designations under A12.(a) or (b) may be changed by the Officer in Charge by painting over each mark with black paint or "X'd" out at both the eye level and butt mark, and such trees shall be treated as unmarked trees.

A13. Cutting Schedule.

- Minimum Annual Cut.** The Purchaser shall cut and pay for not less than

Not applicable

during the contract year ending September 30, 2021 and not less than the remaining sale volume
each subsequent contract year starting October 1, 2021 and ending September 30, 2022

- Maximum Annual Cut.** The maximum volume of timber that may be cut in any contract year shall be the designated sale volume

- Operating Season.** No operations will be allowed in the period between November 1 through May 31. Cutting shall be allowed prior to June 30 provided the Purchaser agrees to and performs special slash disposal tactics within 1 week of cutting each setting and before moving to another allotment. Tribal Forestry shall determine tactics required to limit infestation by pine engraver beetles (*Ips pini*). These tactics may include burning or chipping slash at landings, or other special treatment. Operations other than cutting shall be at the discretion of the Officer in Charge to provide security for wildlife and to avoid road damage.

A14. Scaling.

- (a) Designated timber. SAWLOGS -** The scaling provision of the Timber Contract and Standard Provisions are hereby supplemented to specify the Scribner Decimal C Log Rule, for logs up to the maximum scaling length of 20 feet. Other scaling procedures are described by the Idaho Log Scaling Manual as amended and/or supplemented, to provide standard instructions for volume determination. Manual revisions subsequent to approval of this contract shall not be applicable to the timber covered by this contract until approved by the Approving Officer. **WEIGHT SCALE -** Products sold on a per ton basis shall be weighed at certified scales.
- (b) Additional timber.** Same as above
- (c) Scaling Party.** Scaling shall be by third party scaling service authorized to scale Indian logs (or by USDA Forest Service scalers at approved sites), except that waste material as defined in B7.4 shall be scaled by Tribal Forestry. The Purchaser shall employ and pay scaling charges directly to the scaling service, unless the Approving Officer authorizes the Purchaser to deposit funds with the Coeur d'Alene Tribe for payment to the scaling service. Third party scaling by the consuming mill may be authorized by the Approving Officer through approval of a Consumer Scale Authorization and Third Party Scaling Agreement with the consuming mill(s). If the Purchaser is the consuming mill, an Addendum to the Consumer Scale Authorization must be approved, requiring that an independent producer (logging sub-contractor) must cut and skid the timber to be scaled and that the basis for payment between the two parties will be based on scale.
- (d) Sample Scaling.** It is planned to use 100% scaling for sawlogs and 100% weight scale for tonwood and pulp. Sample loads of tonwood and pulp shall be visually checked at the landing or sample scaled, and any pieces meeting sawlog specifications shall be removed from the load/deck or expanded to count loads and billed at the bid rates for sawlogs. The scaling frequency is subject to change by the Officer in Charge, based on the variation in value of the loads scaled, to ensure an adequate sample.
- (e) Check Scaling** During periods of active log hauling, all mills receiving loads from this sale shall hold and set aside the most recently delivered three (3) scale loads for random check scaling by the Seller. The BIA, State Board of Scaling Practices, U.S. Forest Service or a third party scaling service approved by the Approving Officer may provide check scaling. All check scales will be made, as nearly as possible, under the same conditions as were present during the original scaling. The Purchaser agrees to pay as directed for a minimum of 2% of all delivered loads to be check scaled up to ten percent of delivered volume. The Officer in Charge will notify the receiving mills that set aside loads may be processed when hauling is inactive and check scaling is completed or deferred.

A15. Slash and Cull Tree Disposal.

- (a) Certificate of Compliance.** The Purchaser shall obtain a Notification of Forest Practice and a Certificate of Compliance from the Idaho Department of Lands, and furnish a copy to Coeur d'Alene Tribal Forestry before operations begin.
- (b) Cull logs.** Cull logs shall be left in the woods. Any cull material accumulated at landings must be compactly decked and separated from other slash. Any dead Douglas-fir and/or western larch logs that are suitable for firewood and are skidded to the landing that do not meet sawlog or Mixed Fir Species tonwood specifications shall be piled separately at the landing and not removed.
- (c) Whole tree yarding.** Whole tree yarding is required except in areas where the Officer in Charge directs that limbs be removed prior to skidding. . Excessive slash remaining in the unit such as broken branches shall be piled, lopped and scattered, or treated through other methods as directed by the Officer in Charge. Slash remaining in harvest units shall not exceed three feet in height. The Purchaser shall move any slash from his operation at least three feet from residual, including sub-merchantable, trees through lop and scatter or other pull back method. Damaged conifer regeneration resulting from the Purchaser's operations shall be cut off near ground level. Slash falling outside of the logging unit shall be brought back inside and lopped as directed by the Officer-in-Charge. Slash falling into designated riparian management zones shall be removed as directed by the Officer-in-Charge.
- (d) Slash Piling.** Landing slash shall be piled at least 30 feet from fields and leave trees. Piles shall be a sufficient distance from conifer trees that they will not be injured when the pile is burned. Slash remaining from previous harvest operations or from insect, wind, or other damage shall be re-piled with current harvest slash. The Officer In Charge will require re-piling if slash piles contain excessive dirt. Piles must be covered with plastic tarps that are a minimum of 10 feet by 12 feet and secured so they will remain in place until pile burning commences.
- (e) Standard Provision B8.34** is modified to include " All slash compliance must be complete prior to moving to the next allotment except as allowed by the Officer-in Charge."

A16. Road Construction and Maintenance.

- (a) All roads used for log hauling shall be maintained to control erosion during the operating season, including prevention of berms and ruts. Dust abatement measures including application of water to roads and landings may be required by the Officer in Charge. At the completion of operations and for the season ending October 31, 2021, the Purchaser shall smooth and out-slope the road surface and install rolling dips and/or water bars as specified by the Officer in Charge. Approximately 8.6 miles of final road maintenance is anticipated that may include removing berms, filling in ruts/mud holes, and blading the road surface. All road maintenance must be complete prior to moving equipment from the logging unit.
- (b) After final road maintenance, approximately 9 miles of secondary haul roads, spur roads, landings, and exposed skid trails shall be seeded with an approved grass and fertilizer mix provided by the purchaser. Roads and skid trails used during 2021 shall be water barred after operations are completed for the season. Roads and portions of roads that will not be used again in the 2022 season shall be grass seeded prior to seasonal move-out in 2021.
- (c) Three road segments totaling approximately 1 mile shall be extended or reconstructed to provide equipment access to timber harvest areas that are across streams or other riparian areas. Three 24"X 24' CMP culverts will be installed in designated stream crossing locations as shown in Exhibit B. Each installation must be approved by the Officer in Charge prior to use. Straw or fiber mulch will be applied in a layer at least 6" deep to exposed soil areas on both sides of the stream within the riparian area in each of these three crossings. Straw mulching will be required within 48 hours at culvert installation sites and on disturbed cut and fill slopes as directed by the Officer in Charge.
- (d) Any temporary stream crossings shall be installed as shown in Exhibit B. Each crossing must be approved by the Officer in Charge prior to construction and removed prior to September 30 of each year. If the Purchaser chooses to use a culvert with a minimum diameter of 24" and a minimum length of 20 feet, the Officer in Charge may allow the culvert crossing to remain in place until final road maintenance is completed. Temporary stream crossings must be removed and streamside areas restored to previous condition. Straw will be applied at least 6" deep to exposed soil areas within the riparian area.
- (e) Cross-ditches installed in roads, skid trails, and firelines shall slope diagonally down grade at an adequate angle to divert water from the road or skid trail. Each ditch shall be cut into the roadbed, tied to the cut bank, sloped to the shoulders, open at the lower end, and capable of diverting water flow completely off the road at that point.
- (f) Cross-ditching and road maintenance shall be done in a satisfactory manner or the Tribe will hire it done at the Purchaser's expense.

A17. Special Provisions.

- (a) An approved logging plan will be required prior to the start of logging operations each season in accordance with Section B 8.2 of the Standard Provisions. Before cutting begins, the Purchaser and any operator or subcontractor shall meet with Tribal Forestry to prepare a logging plan and review the contract. Proposed locations of landings and skid trails shall be detailed on a map that will become a part of the logging plan.
- (b) The Purchaser shall utilize truck tickets and instructions issued by the Officer in Charge for the purpose of identifying logs removed from the sale area. Before any load leaves the sale area, a completed truck ticket shall be stapled to the wing or bunk log at the front of the load; and the last 3 digits of the truck ticket number, allotment number, and "CDAR" shall be painted (in black or dark paints) on log ends at the rear of the load. The truck ticket shall be put in a plastic sandwich bag prior to stapling during wet conditions. The Purchaser shall pay double stumpage for any loads that are not so identified.
- (c) The Purchaser is responsible for the return of all ticket books to Coeur d'Alene Tribal Forestry as instructed by the Officer in Charge. Truck tickets that are lost or not returned within 30 days of written request, or which otherwise cannot be accounted for will be treated as lost loads. Loads of logs selected to be sample scaled, and placed in decks before they are scaled, will be treated as lost loads. Lost loads will be assigned a scale volume and species composition equal to that of the highest valued load to date, and will be penalty scaled at double the contract stumpage rates. Sample loads lost as a result of scaling service or Tribal Forestry actions shall be treated as count loads.

- (d) **Holdover loads that are not delivered to the scaling point on the date loaded shall remain on the sale area or shall be parked in a public place. No truck driver shall be allowed to store unscaled loads at a private residence or unauthorized log yard.**
- (e) **Spilled logs:** Any log(s) spilled between the Mrs Theodore III sale area and the scaling site shall be painted as soon as possible to identify the truck ticket number, allotment number, and "CDAR". The Officer in Charge shall be notified within 1 hour of the location and exact number of spilled logs, and the information recorded on the truck ticket.
- (f) **Skid trails** will be located by the Purchaser so as to impact the least amount of ground possible while avoiding riparian zones, established regeneration, and other areas identified by the Officer-in-Charge for protection. Well-placed existing skid trails shall be used unless otherwise directed by the Officer-in-Charge.
- (g) **Directional felling** shall be used to protect the residual stand, to keep slash inside cutting blocks, and to place cut trees by skid trails. Tractor skidding activities will be restricted to those times when the ground is dry or frozen, to prevent the formation of ruts.
- (h) **Mechanized Harvesting.** Pursuant to Standard Provision B8.3, the operation of mechanized equipment (Cut-To-Length harvesters, feller/bunchers), grapple skidders, and/or log forwarders shall be subject to such restrictions as the Officer in Charge may prescribe to limit resource damage, including:

Skidding equipment: maximum width 12 feet.

Forwarders: Maximum length, 22 feet; maximum width, 10 feet.

Forwarders shall travel on slash mat.

Harvester/Processor: Maximum length, 15 feet, maximum width, 10 feet

The processor feed shall not bear spikes which penetrate the wood to a depth exceeding $\frac{1}{4}$ inch

Boom reach capability must be at least 20 feet

Logs and pieces shall be carried free of the ground

Harvester shall travel on slash mat

Supplemental skidding shall be limited to the nearest harvester trail or road

Hauling/yarding operations will cease before rutting reaches approximately six (6) inches in depth

Conventional felling shall be done concurrently with mechanical felling

- (i) **The Purchaser shall immediately remove any trees and all slash falling into roads, railroad right-of-ways, fields, or cropland as a result of the Purchaser's activities. Such removal shall be adequate to avoid any interference with traffic or water drainage. Slash shall be removed without operating equipment within stream protection zones.**
- (j) **The Purchaser shall repair skid trails, and construct water bars as directed by the Officer in Charge, after completion of skidding operations. Water bars, rolling dips, outsloped road segments or insloped roads with a ditch shall be constructed on all unimproved dirt road segments used for hauling within the sale area where road grade exceeds two percent. These shall be constructed to drain water off the road at each structure. Final road maintenance shall leave the roads/ditches in a condition that keeps flowing water from coming back onto the road. These completed structures shall be constructed to allow for traffic safety.**

General spacing requirements for drainage structures:

Road Grade %	Maximum Spacing (ft)	Road Grade %	Maximum Spacing (ft)
2-4	300	11-13	90
5-7	200	14 and greater	60
8-10	130		

Proper location of drainage structures is preferred over exact spacing. However, Officer in Charge approval is needed if over ten percent of these structures are over the maximum spacing, or if structure's actual spacing exceeds over ten percent of the maximum designated distance.

Drainage ditches shall remain open and free of brush and debris.

- (k) Liquidated damages may be charged, at the discretion of the Approving Officer, for disturbance and damage to soils caused by use of equipment where such use is not allowed under this contract. Specific infractions for which liquidated damages may be charged are (a) skid trails and/or landings in excess of those approved by the Officer in Charge; (b) machine piling of slash in stream protection zones; and (c) gullies, rills, or other damage resulting from Purchaser negligence in performing erosion control measures specified by the Officer in Charge or in the contract in a timely manner. Damages will be assessed on the basis of ten (10) cents per square foot of area affected by the disturbance (or \$4,356.00 per acre). The Officer in Charge will estimate the extent of the area affected by measuring its length and width on the ground, running a field traverse, or using map measurement.
- (l) Skidding across any intermittent stream or seep shall require prior written authorization from the Officer in Charge and shall employ measures specified to control erosion consistent with the Water Quality Standards of the Coeur d'Alene Tribe. Liquidated damages will be charged for any unauthorized stream crossing at \$500.00 per crossing.
- (m) The Purchaser shall make a check payable to the "Forest Project Funds – Coeur d'Alene Tribe" in the amount of \$30,000.00 and sent to Coeur d'Alene Tribe – P.O. Box 408, Plummer, Idaho 83851. This Forest Project payment is due by the final cut-and-pay date for this Contract, or within 30 days of final invoicing or within 30 days of the completion of harvest operations, whichever is first.
- (n) The Purchaser shall have the right to enter upon only the land described herein, for the sole purpose of harvesting and removing designated timber and performing the obligations authorized under this contract. The Purchaser shall be responsible for any unauthorized cutting within or beyond such land committed by the Purchaser or his agent, contractors, subcontractors, employees, and invitees. The Purchaser agrees to pay triple stumpage for all material removed or damaged from such unauthorized cutting, in modification of Standard Provision B4.23.
- (o) The Purchaser agrees in the performance of this contract not to employ, or otherwise contract for, the services of any individual or business entity that has an outstanding, unliquidated indebtedness to the United States resulting from trespass against Indian trust timber.
- (p) Ground based logging equipment shall be washed seasonally prior to move-in. Washing shall be sufficient to remove weed seeds from the equipment. The Officer in Charge additionally may require washing of skidding equipment prior to movement to a different location within the sale area.
- (q) The Purchaser agrees to submit a completed Form W-9 to Coeur d'Alene Tribal Forestry, and to submit a new form if the required information changes during the life of the contract.
- (r) The Purchaser shall complete a TERO compliance plan and provide a notification approved by the Coeur d'Alene Tribal Employment Rights Ordinance Director before cutting begins.
- (s) The Purchaser shall have and maintain workers compensation and liability insurance as authorized by B12.5.
- (t) Cultural Resources Management (CRM) Compliance. The contractor and contractor's staff will participate in a one hour resource awareness training session with CRM staff, provided free of charge, within 5 days of starting work. If suspected and/or actual cultural resources are encountered during the work, CRM Staff will be notified immediately. Assessment will begin as soon as possible, generally same day or next day. Appropriate CRM staff include:
Nick Kager: Cell-(208)290-0438, Work-(208)686-2100.
Jill Wagner: Cell-(208)582-1347, Work-(208)686-1572.
- Work may continue OUTSIDE a 150' radius around the suspected/actual cultural resource. Once an assessment has been made by CRM and Forestry staff, procedures will be developed to proceed with work or to change the plan for work depending on the assessment. No photos of suspected or actual cultural resources can be taken. In the case of possible human remains, the standard CRM procedures will be followed. A copy can be provided on request.
- (u) The following adjustments to stumpage values for all sawlog species will be implemented if minimum or total sale volumes are not hauled for scaling within contract timeframes unless otherwise directed by the Approving Officer. This clause does not imply contract extensions will automatically be given but will be implemented in the event extensions of time are requested and approved.

# days	Increase in Stumpage Rates
1-90	\$5.00
91-180	\$10.00
181-270	\$15.00
271-360	\$20.00

- (v) The boundaries of the logging unit are not marked on the ground, and consist of the surveyed legal boundaries of Allotments 69A, 281, 282, 289, 292, 307, 308, 310, 312, 316, 317, 338, 438, and Tribal Allotment 330 which are marked on the ground only where timber stands are adjacent to other forest ownerships.**
- (w) The Purchaser will not receive interest on funds paid to or deposited with the Bureau of Indian Affairs except on the principal amount of funds returned or refunded to the Purchaser. Interest accrued on the principal amount retained for default will be treated as a penalty and distributed to the beneficial land owners(s)".**

SAMPLE

A18. Effective Date. This contract shall become effective on the date of approval by the Approving Officer.

WITNESSES:

PURCHASER

_____	_____
(Name)	(Name of Corporation, Partnership or Individual)
	By _____
_____	_____
(Address)	
	By _____
_____	_____
(Name)	
_____	_____
(Address)	(Date)

Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, the following certificate must be executed:

I, _____, certify that I am the _____, of
the corporation named as the Purchaser herein; that _____, who
signed this contract was then _____ of said corporation: that said contract was duly signed
for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

(corporate)
(seal)

SELLER (Tribal)

_____	_____
(Name)	(Name)
_____	_____
(Title)	(Title)

Signed for the _____ pursuant to
Resolution No. _____ passed by its tribal governing body in a meeting held at
_____, on _____, _____.

SELLER

(Allottee Legal Representative)

APPROVING OFFICER

Approved: _____, _____, _____
(Month and Day) (Year) (Name)

Superintendent, Coeur d'Alene Agency

(Title)

Exhibit A Logging Unit Map

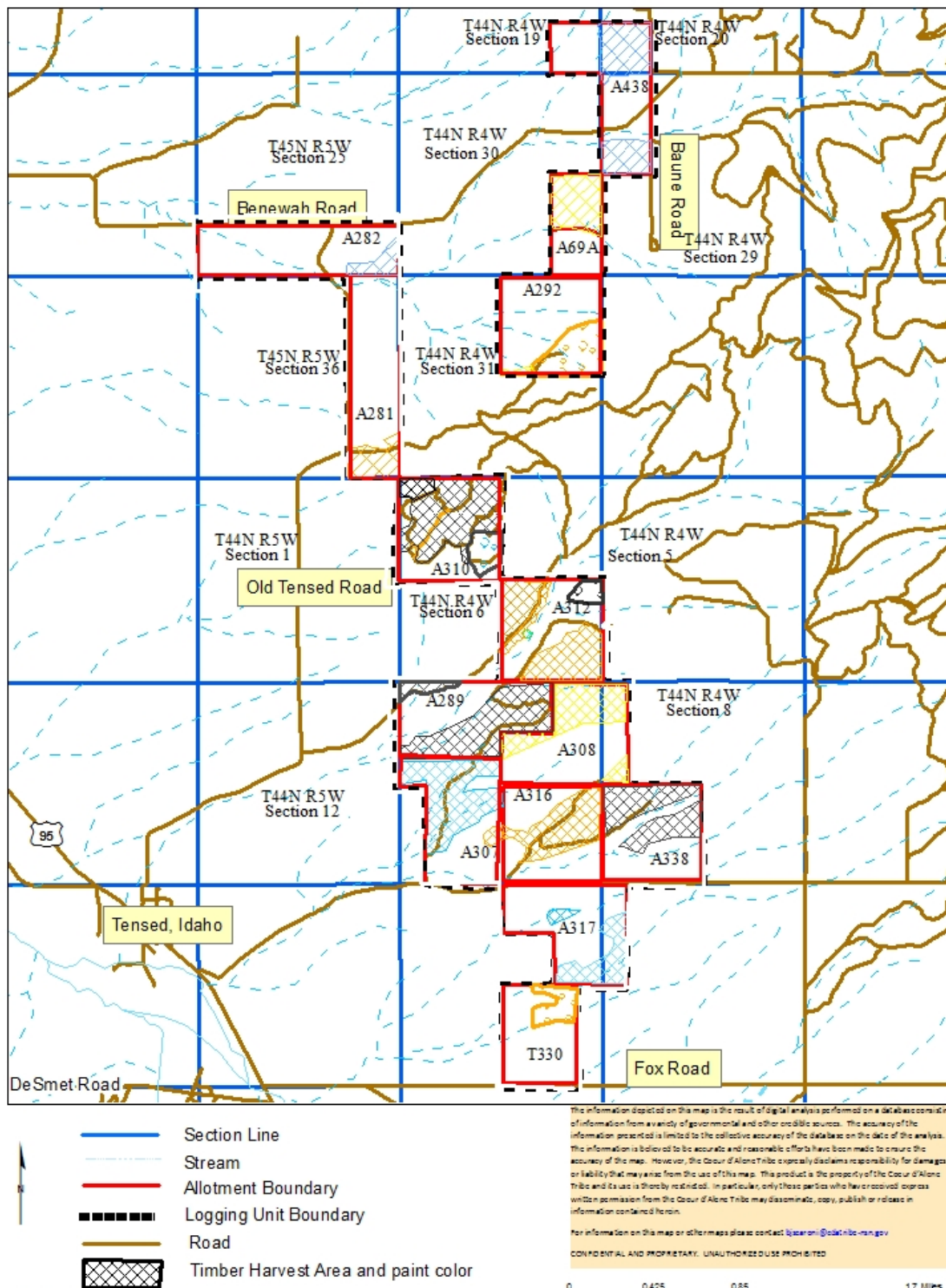


Exhibit B(1) Road Map

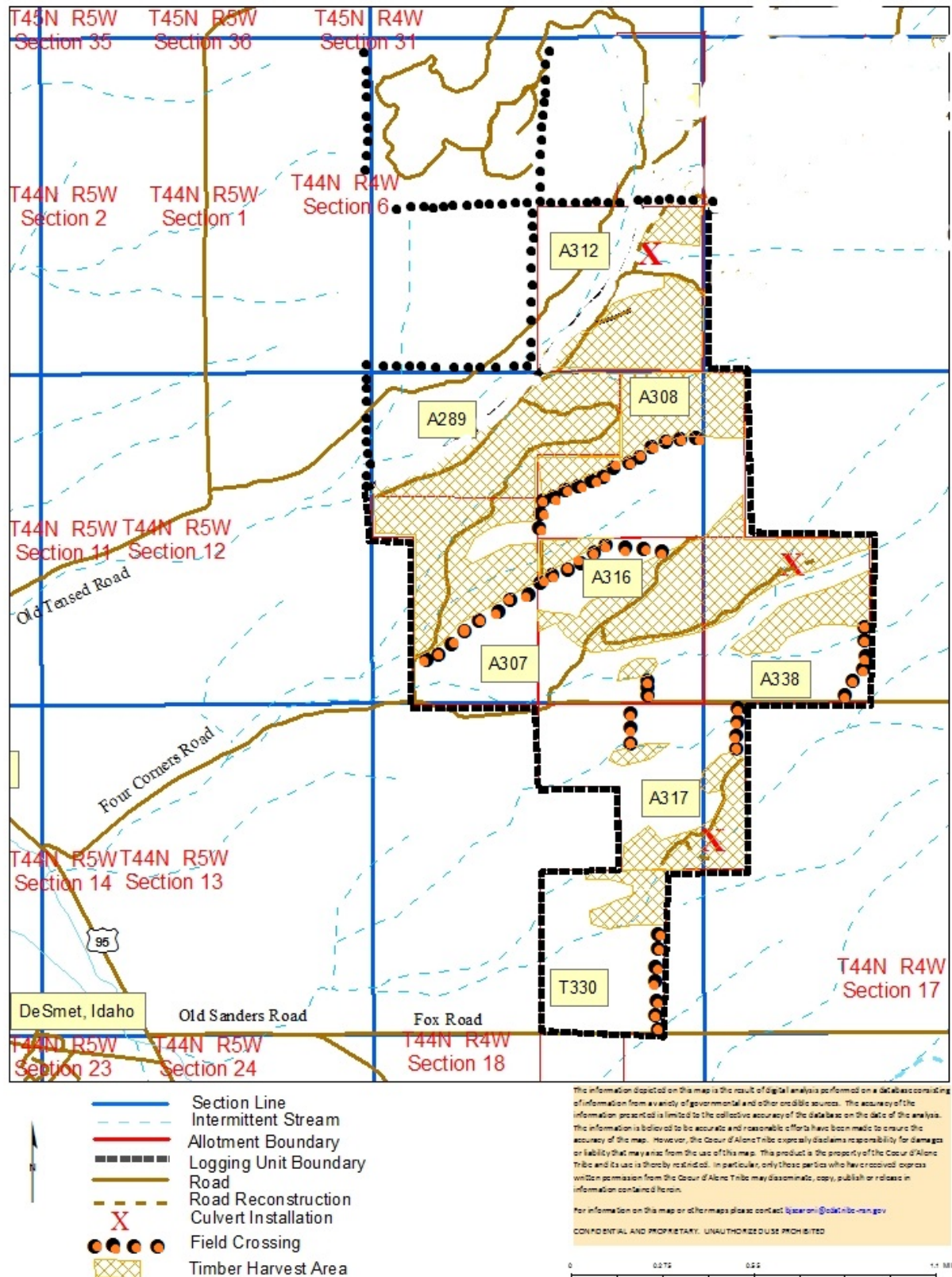


Exhibit B(2)

